



MEMORANDUM

Agenda Item No. 11(A)(6)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: **July 27, 2004**

FROM: George M. Burgess
County Manager

SUBJECT: Amendment No. 4 to
PSA with Cesar Pelli
& Associates, Inc.

RECOMMENDATION

It is recommended that the attached Amendment No. 4 to the Cesar Pelli & Associates, Inc (CP&A) Professional Services Agreement (PSA), in a negotiated not-to-exceed amount of \$14,499,967, to be funded as part of the new monies being requested, be approved. This Amendment is broken out in two parts: \$4,200,000 to settle all claims by CP&A for work performed through May 31, 2004 and \$10,299,967 to provide supplemental design services to assist the Construction Manager in the prompt identification and resolution of design issues at site, the creation of a Technical Services Team to allow for a more localized management of design activities, and the resources to support the requirements of the revised construction completion date. This Amendment includes the replenishment of funding for additional/reimbursable expenses associated with future Owner-requested changes as the Owner deems necessary to keep pace with construction (\$1,625,050).

Furthermore, it is recommended that Resolution R-377-04 providing for a reconsideration period be waived.

BACKGROUND

On September 25, 2001, the Board approved the Amended At-Risk Construction Management contract between Performing Arts Center Builders (PACB) and Miami-Dade County for the Performing Arts Center of Greater Miami (PAC) at a contract price of \$254,650,000 (Resolution No. 1073-01).

On March 20, 2001, by Resolution No. 307-01, the Board approved Amendment No. Two to the CP&A Agreement in the amount of \$4,995,901. Amendment Two addressed supplementary services necessary for the Construction Administration Phase (Phase V), including additional Full-Time Site Representation (FTSR) and reimbursable service fees.

On January 23, 2003, by Resolution No. 100-03, the Board approved Amendment No. Three to the CP&A Agreement in the amount of \$3,300,000. This amendment provided: 1) staff enhancements to CP&A's New Haven team for a seven-month period; 2) a consultant, GBBN, to assist CP&A with the review and approval of Project documents, as well as overall project management; 3) an additional architect to support the Miami Full Time Site Representation (FTSR) team; 4) Threshold

Inspection Services performed by Ysrael A. Seinuk, P.C. (YAS); and 5) replenish funds for reimbursable/additional services.

The increased funds to enhance the scopes of existing services in Amendment Three and the addition of GBBN significantly reduced the review time of submittals related to stone, curtain wall, mechanical, electrical and plumbing trades. GBBN's attendance at the coordination meetings furthered the stone submittal and re-submittal process, allowing the stone to be cut and delivered close to schedule. This was also intended to allow CP&A staff the ability to complete the process of finalizing steel submittals and then to move on to focus on mechanical, electrical and plumbing submittals as well as the interior finishing trades. Amendment Three also added a Threshold Inspection Services performed by the Project's existing structural engineer, YAS. This was a tremendous asset due to the familiarity and the working relationship that YAS has with the County and the Construction Manager.

Due to extensions in the Project Schedule, it became necessary for the County to again amend the Agreement with the Design Team in order to extend Construction Administration Staff, Full-Time Site Representatives, and Inspectors as the Project required.

After some months of negotiations, it became clear that more than an extension was required, that in order to solve the problems inherent in the Project, that the Contracts with both the Design Team and the Construction Manager needed to be modified to a greater degree than anticipated. In order to alleviate the acrimony that had grown among the participants and create the spirit of cooperation necessary for the completion of the Project with the level of quality that it was expecting, the County decided to settle all of the past cost issues and provide releases among all of the parties up to a certain date.

Detail of Additional Services proposed under Amendment No. 4

We have completed twenty months of the original 36-month construction schedule. As it has been reported to you, it's now projected that this project will not be completed until mid-year 2006. During the long course of the Project, the Design Team had sustained several million dollars in extra costs (\$8,400,000). In order to minimize this hardship and at the same time, limit costs to the County going forward, the County elected to pay CP&A for a portion of their uncompensated work to date and to have them and some of their larger Subconsultants work at cost going forward. The County settled all CP&A claims to date for \$4,200,000.

As part of the restructuring plan, CP&A is reorganizing its operations. The County will determine the proper level of staffing required to complete the work. Amendment No. 4 allows for a shift in decision making and staffing from New Haven, Connecticut to Miami to allow for the immediate resolution of construction issues on site. Consistent with the original agreements and prior amendments, this fourth amendment contains no assurance that this will happen. There are no consequences to CP&A if they fail to make on-site decisions or to otherwise perform in a timely manner other than termination. However, CP&A is required to perform all services after August 4, 2006 (unless extended pursuant to an authorized extension) through final project completion without compensation. Staff in New Haven will continue to support the design effort and concentrate on critical architectural issues. This amendment will create a Technical Support Team to allow for more efficient flow of collaborative decision making regarding issues affecting the work.

Going forward, Cesar Pelli & Associates as well as YAS and Cosentini will be paid for their services at their cost based on federal guidelines. The fees for Basic Services which have not been expended (that is, between June 1, 2004 and January 15, 2005) will be credited to the County.

Basic Architectural, Structural, Mechanical, Electrical, Plumbing, Civil, Landscape architectural, and Security Services are being extended by two years in order to provide the support necessary for the additional two years of construction.

GBBN Services provided under Amendment No. 3 are being extended and enhanced so that they can continue to furnish submittal reviews and technical support as well as provide representatives on site who have extensive experience related to the construction of Performing Arts Centers generally and in particular to CP&A-designed Performing Arts Centers, for the remainder of the Project.

In addition to the five (5) Full-Time Site Representatives currently on site as established under Amendments No. 2 and 3, CP&A will send two (2) more experienced staff members to Miami in order to enhance the effort to coordinate the work, respond to Construction Manager questions, review submittals, and make decisions on site.

Structural, Mechanical, and Electrical Full-Time Site Representatives will also be extended in order to continue to provide the extensive review of field conditions, rework, site confirming memos, and other work necessary for quality control that they currently furnish.

YAS will extend their Structural Threshold Inspection Services in order to provide the Code required inspections of Steel, Concrete, Masonry, and Stone.

Funding is also provided to continue Inspections of the Stone and Curtain Wall portions of the exterior envelope to maintain the high level of quality of these most visible portions of the Buildings.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: July 27, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11 (A) (6)
7-27-04

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT WITH CESAR PELLI AND ASSOCIATES PERTAINING TO THE PERFORMING ARTS CENTER AND AUTHORIZING COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE CANCELLATION PROVISIONS, ALL SUBJECT TO CERTAIN CONDITIONS; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-377-04 FOR AMENDMENT NO. 4

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment No. 4 to the Project Specific Professional Services Agreement between Miami-Dade County and Cesar Pelli & Associates, Inc. (the "Amendment"), for settlement of claims for work performed through May 31, 2004 as further described in the attached memorandum and the Amendment in an amount equal to \$4.2 million, and for the provision of architectural and related professional services in an amount not to exceed \$10,299,967, providing for an increase of up to \$14,499,967.00 to the total aggregate sum of all payments, in the form attached hereto and made a part hereof; and hereby waives the requirements of Resolution No. R-377-04 for Amendment No. 4; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, and to exercise the cancellation provisions contained therein. This Resolution shall only become effective if the Board approves: PACB's Change Order No. 73; the Fifth Amendment to the PSA with Jules Fisher/Joshua Dachs Assocs., Inc.; the Fourth

Amendment to the PSA with Artec Consultants; Inc.; and, the Amendment One to PSA with URS Corporation.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

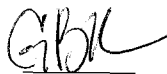
The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of July, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Geri Bonzon-Keenan

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA, AND CESAR PELLI & ASSOCIATES, INC.**

This Fourth Amendment entered into this ___ day of _____, 2004, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Owner"), and Cesar Pelli & Associates, Inc. (hereinafter "Consultant").

WHEREAS, Owner and Consultant are parties to a Professional Services Agreement in the form as approved by Miami-Dade County Resolution No. R-275-96, as amended by first, second and third amendments thereto in the form approved by Miami-Dade County Resolution Nos. R-932-98, R-307-01 and R-100-03, respectively,

NOW THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the parties agree as follows:

1. Owner shall designate a Project Construction Executive ("PCE") who shall perform the responsibilities provided herein as well as the responsibilities previously provided by Project Director plus any additional tasks at the direction of Owner. The Consultant shall be entitled to rely upon direction from the Project Construction Executive as the County's representative for all matters pertaining to the Project.
2. The Technical Support Team (TST") shall be established by the Consultant as directed by the Owner. No changes shall be made to the TST without Owner's approval. Owner shall have the right to direct changes in the composition of the TST. The TST shall perform all of the following services on-site:

The Consultant agrees that the TST shall be empowered to make decisions on Consultant's behalf. PCE shall have authority to refer issues to TST for action and set a time frame for TST to complete such action on behalf of Consultant. If the time frame set by PCE is disputed, the Program Manager shall review the matter. If the Program Manager determines that the PCE's time frame is unreasonable, the Program Manager shall establish a time frame for completion of the action which shall be binding on Consultant (including TST) and Owner.

3. Consultant shall continue as Consultant under the Agreement.
4. Owner agrees to pay Consultant the sum of \$4,200,000.00 to be paid as follows:

\$3.7 million to be paid within two business days after all of the following have occurred: the Board of County Commissioners has adopted a resolution approving this Amendment and waiving the requirements of Resolution No. R-377-04; and, the Mayor has approved such resolution; and subject to proper execution by Consultant and its insurer of such Amendment in the form attached to the foregoing resolution, and approval by the Office of the County Attorney as to legal sufficiency of such executions.

\$500,000 to be paid by October 1, 2004.

Such payments shall be by County warrant made payable to Consultant. Such payment shall be subject to Owner's right to a selective forensic audit by the Miami-Dade County Internal Auditor or by a firm or auditor designated by Owner for the purpose of verifying that Consultant and its Subconsultants have, at a minimum, rendered uncompensated Basic, Additional or Reimbursable Services to the extent of \$4.2 million as of the date of this Amendment. If such audit concludes that Consultant has not rendered uncompensated Basic, Additional or Reimbursable Services to the extent of \$4.2 million as of the date of this Amendment, Owner shall be entitled to setoff such amount from any payments otherwise due Consultant. Any disputes as to audit findings shall be resolved in accordance with Section 8.13 of the Agreement.

As a condition precedent to any payment under this Article 4, Consultant shall deliver to Owner executed copies of the releases required by Article 9 below.

In return for the Owner's payments under this Article 4, the Consultant hereby waives all claims of whatever nature (whether known or unknown) arising out of the Project from the beginning of time through the date of this Amendment, including, but not limited to, uncompensated Basic, Additional and Reimbursable Services provided under Services Scope.

5. In Article 5 of the PSA, Basis of Compensation, delete Sections 5.01) and 5.02.B), as amended, in its entirety and substitute as follows:

Except for fees for Telecom Services in Exhibit F1 and F1D, Basic, Additional and Reimbursable Services

rendered after the date of this Amendment, up to the earlier of: (a) completion of the Project or (b) August 5, 2006 or such later date as approved by Owner pursuant to an Authorized Extension granted to Contractor pursuant to the terms of the Amended Agreement, as amended, between the Owner and the Contractor, Project No. 9501, Owner agrees to pay Consultant, and Consultant agrees to accept, fees based upon cost as established by Consultant's completed and certified Disclosure Statement Form CASB-DS-1, contained in 48 CFR § 9903.202-9, however in no event shall the multiplier exceed 2.5 for the performance of all services contracted by the Agreement and the First, Second, Third and Fourth Amendments required to complete the Project. Such payment at Cost shall not apply to Subconsultants and such Subconsultants shall be paid in accordance with the attached exhibits; provided, however, that Subconsultants *Ysrael A. Seinuk* and *Cosentini Associates* have agreed to negotiate their fees to cost as reflected in Exhibits J4, J5 and J6.

After the later of August 4, 2006 or such other date as approved by Owner pursuant to an Authorized Extension granted to Contractor pursuant to the terms of the Amended Agreement, as amended, between the Owner and the Contractor, Project No. 9501, Consultant agrees to perform all services contracted by the Agreement and the First, Second, Third and Fourth Amendments required to complete the Project without further fee or reimbursement by Owner.

Services performed pursuant to an Owner approved Work Order which are in addition to the services covered by the Agreement and the First, Second, Third and Fourth Amendments shall be compensated at the standard rate as detailed in Exhibit J2 to Amendment 3.

6. In Article 5 of the PSA, Basis of Compensation, delete Section 5.02.D), as amended, in its entirety and substitute as follows:

5.02.D). The Owner is not authorized to pay the Consultant more than the following amount as the aggregate sum of all payments to the Consultant for Basic, Additional and/or Reimbursable Services payable on this Project, without an amendment to this Agreement, which amendment must be in

writing, executed by the Owner and the Consultant and approved by resolution of the Board of County Commissioners of Miami-Dade County: \$10,299,967. See exhibits F1, F1A, F1B, F1C, F1D and F1E.

7. In Amendment 3, delete Exhibit J2 and any reference to Exhibit J2 in its entirety and substitute therefore Exhibits J3, J4, J5 and J6, which exhibits are attached hereto and made a part hereof by this reference, except as provided in the first or last paragraph of Article 5.
8. The liability of Consultant and Subconsultants to Owner for any damages, liability, losses and costs including reasonable attorneys' fees and fixed cost, arising out of or in any way connected with this Project is limited to the insurance coverages and amounts provided for under the Project Specific Professional Liability Insurance Policy provided in accordance with Section 8.02 of the Agreement. Owner and Consultant shall each pay one-half of any deductible.
9. Concurrent with the execution of this Amendment Consultant agrees to release and discharge any claims it may have against Contractor and any of its Subcontractors, sureties, insurers, successors and assigns for all events or circumstances arising before June 30, 2004 provided that Contractor provide to Consultant a reciprocal release of any claims Contractor or any of its Subcontractors, sureties, insurers, successors and assigns may have against Consultant and subconsultants.
10. The Consultant and Owner each agree to waive all claims by and between them arising out of the Project from the beginning of time up to and including June 30, 2004, excepting such claims that were not known as of June 30, 2004, or that are claims for latent defects, or claims for costs and issues set forth in Exhibit E to the Change Order between Owner and Contractor of even date herewith, or claims not covered by the releases or indemnity described in Article 6 of the Change Order between Owner and Contractor of even date herewith. The foregoing waiver shall not be deemed to waive any claims arising out of events occurring after June 30, 2004. This waiver shall not in any way be deemed to vitiate, diminish, or alter the coverage provided to the Owner under the Project Specific Professional Liability Insurance Policy ("Policy") provided in accordance with Section 8.02 of the Agreement. The insurer who has issued the Policy joins in this Fourth Amendment to evidence its consent to the foregoing.
11. This Amendment together with the attachments and exhibits incorporated herein, is executed in connection with, and is deemed to be a part of, the

PSA. Upon the execution of this Amendment, this Amendment shall thereafter automatically become part of the PSA. However, wherever the terms of this Amendment and the terms of the PSA are in conflict, the terms of this Amendment shall govern and control. The capitalized terms used in this Amendment, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the PSA. Any amendments to the PSA, as amended by this Amendment, must be made in writing, executed by the Owner and the Consultant, and approved by resolution of the Board of County Commissioners of Miami-Dade County. In all other respects, the PSA shall remain unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Agreement to be executed by their respective and duly authorized officers as of the date and year first above written.

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA,
a Political Subdivision of the State of
Florida

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

County Manager

(COUNTY SEAL)

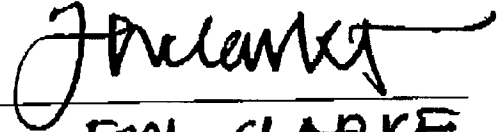
Approved for Form and Legal Sufficiency

ATTEST:

CESAR PELLI & ASSOCIATES, INC.

By: _____
Corporate Secretary

By:



F.W. CLARKE

VICE President & SECRETARY

(CORPORATE SEAL)

[INSURER]

By: _____

Attorney In Fact

(INSURER'S CORPORATE SEAL)

PSA Amendment No. 4

EXHIBIT F1: Summary of Design Services to be Performed
Between June 1, 2004 and May 31, 2006 - Phase V**

Firm	Description of Work	Value	Row
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Credits for Basic & Additional Services

Design Team	Basic Services: Fees allocated under original PSA and Amendment No. 1 for Basic Services and Enhancements (WO 81, 96, 110) but not yet expended by May 31, 2004. These fees were to have been expended between June 1, 2004 and January 15, 2005 (7.5 months) under the 39 month Schedule contemplated in the original PSA and are being returned under this agreement.	-655,777	1
Design Team	Additional Services: Fees allocated under original PSA and Amendments No. 1, 2, and 3 for Additional Services (WO 102, 103, 105, 108, 121, 132, 134, 142, 144, 145, 146, 148, 149, 155, 156) but not yet expended by May 31, 2004. These fees were to have been expended between June 1, 2004 and January 15, 2005 (7.5 months) under the 39 month Schedule contemplated in the original PSA and are being returned under this agreement.	-189,800	2

Enhanced Construction Administration Services See note 1

GBBN: Associate Architect	CA Support/GBBN - Cincinnati: Extend the GBBN Services provided under Amendment No. 3 as follows in order to continue to respond to RFI's, Submittals, COR's: 1. One (1) Principal part-time for twenty-four (24) months (6/1/04-5/31/06) 2. Two (2) Project Managers full-time for eight (8) months (6/1/04-1/31/05) 3. Two (2) Draftsmen full-time for eight (8) months (6/1/04-1/31/05)	575,087	3
Cesar Pelli & Associates Architect	Architectural CA: Extend Basic Services as follows due to extended Phase V duration: 1. Six (6) full-time Architectural Construction Administration staff for twenty-four (24) months (6/1/04-5/31/06). 2. Two (2) full-time Architectural Construction Administration staff members for fourteen (14) months (6/1/04-1/31/05, 12/1/05-5/31/06). 3. Two (2) full-time Architectural Construction Administration staff members for one (1) month (6/1/04-6/30/04).	2,466,340	4
Y. A. Seinuk Structural Engineer	Structural CA: Extend Basic Services to include one (1) Project Manager part-time and (1) Assistant Engineer full-time to perform Structural Construction Administration Services for three (3) months from July 1, 2004 through September 30, 2004 due to extended Phase V duration.	44,686	5
Cosentini MEP Engineers	MEP CA: Extend Basic Services to include six (6) part-time MEP Construction Administration staff member for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to extended Phase V duration.	499,793	6

Leo Alvarez/EDAW Landscape Architect	Landscape Architectural CA: Extend Basic Services to include up to four (4) part-time Landscape Architectural Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.	48,628	7
Balmori Landscape Designer	Landscape Design CA: Extend Basic Services to include up to two (2) part-time Landscape Architectural Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.	25,193	8
Corradino Civil Engineer	Civil Engineering CA: Extend Basic Services to include up to three(3) part-time Civil Engineering Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.	23,804	9
Steve Keller Security Consultant	Security CA: Provide Basic Services to include up to two (2) part-time Security Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006.	6,228	10

Enhanced FTSR See note 1

Cesar Pelli & Associates Architect	Architectural FTSR: 1. Extend one (1) Senior experienced full time site representative (FTSR) provided under Amendment No. 3 for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration. 2. Extend three (3) experienced FTSR's for eight (8) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration. 3. Provide one (1) Document Control Staff Member at Miami for twenty-four (24) months in order to permit the other FTSR staff to visit the site, respond to RFI's, Submittals, and perform other necessary tasks. 4. Relocate two (2) CP&A New Haven staff members to Miami in order to more effectively respond to RFI's, Submittals, and Site questions on site for twenty-three (23) months from July 1, 2004 through May 31, 2006.	2,785,919	11
GBBN: Associate Architect	Associate Architectural FTSR: 1. Provide one (1) Project Manager on Site part-time for twenty-four (24) months from June 1, 2004 through May 31, 2006. 2. Provide two (2) Senior experienced full time site representatives (FTSR) for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration.	1,086,503	12
Y. A. Seinuk Structural Engineer	Structural Superstructure FTSR: 1. Provide one (1) experienced full time site representative (FTSR) for nine (9) months from June 1, 2004 through February 28, 2005 due to additional work, rework, rereview, additional meetings, and extended Phase V duration. 2. Provide one (1) experienced FTSR for six (6) months from July 1, 2004 through December 31, 2005 to assist the current FTSR in responding to Site Confirming Memos, reviewing Site conditions, issuing Field Reports, attending meetings.	264,657	13
Cosentini MEP Engineers	Mechanical FTSR: Provide twenty-four (24) months (from June 1, 2004 through May 31, 2006) of Mechanical FTSR (eight (8) months previously allocated under Amendment No. 2 and reallocated under WO 145, 152, and 156 and sixteen (16) months of extended Phase V duration).	337,975	14

Cosentini MEP Engineers	Electrical FTSR: Provide twenty-two (22) months (from August 1, 2004 through May 31, 2006) of Electrical FTSR (sixteen (16) months previously allocated under Amendment No. 2 and relocated to CP&A/GHSC Review of Revised Stone Mock-Up and Resubmittals under WO 144, two (2) months allocated under WO 149 and never expended as well as four (4) months of extended Phase V duration).	311,995	15
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Inspections See note 1

Y. A. Seinuk Structural Engineer	Structural Threshold Inspection: 1. Provide two (2) Threshold Inspection Staff for ten (10) months of extended Structural Steel, Concrete and Masonry Work from June 1, 2004 through March 31, 2005 2. Provide one (1) Threshold Inspector for four (4) months from June 1, 2004 through September 30, 2004 as required to replenish Threshold Inspection funds previously allocated under Amendment No. 3 and reallocated under WO 146 as well as extended Phase V duration.	382,945	16
Gordon H. Smith Stone & Curtain Wall Inspection	Stone & Curtain Wall Inspection: Provide full time inspection services to monitor the weatherproofing aspects of the installation of Stone and Aluminum and Glass Curtain Wall construction for seven (7) months from June 1, 2004 through January 7, 2005 as well as review additional submittals. 1. Technical Staff to observe work during regular hours on regular work days. 2. Senior Technical Staff to visit on following basis: a. Two days per month. b. Weekly Reports	401,045	17

Miscellaneous Additional Services See note 1

Cesar Pelli & Associates/ Cosentini	Telecom System: Design and document Telecommunications System for BOH, CH & Sears (See previously issued CP&A Proposal dated Rev 6-26-03 for further information) from June 1, 2004 through May 31, 2006	96,612	18
Leo Alvarez/EDAW Landscape Architect	Geo Revisions: Revise Landscape Architectural Drawings as required to complete incorporation of Structural Steel Subcontractors Geo Drawings and as required to incorporate Concert Hall Plaza Modifications due to Field Order No. 7.	17,422	19
BPI Lighting Designer	Organ Scrim Lighting: Design and document revised lighting system to illuminate the Organ Scrim	6,773	20
Design Team	Continuing Additional Services: Fees allocated under original PSA and Amendments No. 1, 2, and 3 for Additional Services (WO 105, 121, 132, 134, 142, 145, 155, 156) but not yet expended by May 31, 2004. These fees will be expended between June 1, 2004 and May 31, 2006. The following Work Orders were either expended or covered under other portions of Amendment No. 4: WO 102, 103, 108, 144, 146, 148, 149.	138,888	21
Design Team	Additional Services Contingency: Provide Additional Services as requested by the Owner for the remaining twenty-four (24) months from June 1, 2004 through May 31, 2006 in order to accommodate unforeseen issues during this period and to cover half of the Project Insurance Deductible cost (\$125,000).	425,050	22

Reimbursable Expenses See note 1

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Additional Reimbursable Expenses for Phase V	Reimbursable Extension: Allocation required due to accelerated depletion of reimbursable expenses due to travel to Montreal, to MEP Coordination Meetings, to various manufacturers for quality control reviews, to Miami for Principal's Meetings, GBBN trips to New Haven and Miami, and additional overnight service for resubmittals. Additional reimbursables required for twenty-four (24) months from June 1, 2004 through May 31, 2006 for reasons indicated above and for extended Phase V duration.	1,200,000	23
Total See notes 1, 2		10,299,967	24

Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

Note 2: The amount in row 24 of \$10,299,967 is added to the Additional/Reimbursable Services budget as set forth in the PSA. In the event that the Additional/Reimbursable Services budget is fully expended, the Consultant shall have no obligation to perform any Additional and/or Reimbursable Services unless the PSA is amended. To the extent that Additional Services authorized under this Amendment are not performed, the County shall not be authorized to make payment on account of the portion of the Additional/Reimbursable Services Budget allocated to those Additional Services that were not performed. The relationship between the Additional/Reimbursable Services Budget and the Consultant's Basic Services is set forth in the PSA as amended, including Paragraph 3 of Amendment 2.

** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A (note removed upon final resolution with County in the form of a PSA Amendment)

PERFORMING ARTS CENTER OF GREATER MIAMI
PSA Amendment No. 4

Exhibit F1A - Summary of Fees for Enhanced Construction
Administration Services (6/1/04-5/31/06) - Phase V**

Firm	Description
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Associate Architectural CA Services

GBBN Associate Architect	Extend Associate Architect CA Services provided under Amendment No. 3 as follows in order to continue to respond to RFI's, Submittals, COR's: 1. One (1) Principal part-time for twenty-four (24) months 2. Two (2) Project Managers full-time for eight (8) months 3. Two (2) Draftsmen full-time for eight (8) months
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GBBN Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Enhanced Associate Architect CA Services (June 1, 2004 - May 31, 2006)

Principal	168/176/185	5	73,153	24	J. Schwab
Project Manager	95/100/105	40	132,455	8	Tim Timberman
Project Manager	95/100/105	40	132,455	8	G. Hutzler
Draftsman	85/89/94	40	118,512	8	E. Dill
Draftsman	85/89/94	40	118,512	8	S. Lachman

Projected fee for Extended GBBN - Associate Architect	575,087
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Architectural CA Services

Cesar Pelli & Associates Architect	Extend Basic Services as follows due to extended Phase V duration: 1. Six (6) full-time Architectural Construction Administration staff for twenty-four (24) months 2. Two (2) full-time Architectural Construction Administration staff members for fourteen (14) months 3. Two (2) full-time Architectural Construction Administration staff members for one (1) month
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CP&A Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Architectural CA Services (June 1, 2004 - May 31, 2006)

Principal	219/230/241	4	95,254	24	C. Pelli
Principal	191/201/211	10	207,688	24	F. Clarke
Associate Principal	117/123/129	20	254,445	24	M. Hirsch
Project Manager 1	82/86/90	50	445,822	24	M. McDonnell
Project Manager 2	67/70/74	60	437,123	24	A. Nyhart
Designer/Tech 1	55/58/61	50	299,027	24	P. Follett
Designer/Tech 1	55/58/61	50	11,908	1	C. Toche
Designer/Tech 1	55/58/61	50	11,908	1	M. Hilgeman
Designer/Tech 2	51/54/56	40	221,824	24	N. Skarlatis
Designer/Tech 3	46/48/51	50	145,526	14	M. Stedman
Designer/Tech 3	46/48/51	50	145,526	14	E. Quintero
Document Control	35/37/39	50	190,290	24	D. Middleton

Projected Fee for Extended Architectural CA Staff Due to Extension	2,466,340
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Structural CA Services

Y. A. Seinuk Structural Engineer	Extend Basic Services to include one (1) Project Manager part-time and (1) Assistant Engineer full-time to perform Structural Construction Administration Services for three (3) months from July 1, 2004 through September 30, 2004 due to extended Phase V duration.
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YAS Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Structural CA Staff (July 1, 2004 - September 1, 2004)

Project Manager	140/147	4	7,274	3	Y. Gurevich
Assistant Engineer	72/76	40	37,411	3	K. Palyi

Fee for Extended YAS CA Staff	44,686
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MEP CA Services

Cosentini MEP Engineers	Extend Basic Services to include six (6) part-time MEP Construction Administration staff member for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to extended Phase V duration
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Cosentini Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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MEP CA Staff (June 1, 2004 - May 31, 2006)

Principal	225/236/248	3	73,398	24	E. Barbieri
Project Manager	105/110/116	15/10	130,087	24	M. Utera
Senior Project Manager	150/158/165	5	81,553	24	G. Bellsey
Senior Designer	135/142/149	5	73,398	24	P. Costa
Designer	65/68/72	10	70,679	24	E. Gugelev
Designer	65/68/72	10	70,679	24	F. Amadeo

Projected Fee for Extended MEP Staff Due to Extension	499,793
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Landscape Architectural CA Services

Leo Alvarez/EDAW Landscape Architect	Extend Basic Services to include up to four (4) part-time Landscape Architectural Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.
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EDAW Team Members	Hourly rate (2)(3)(4)	Estimated Hours per Month	Value based on Hourly rate	Number of months on project	Staff (5)
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Landscape Architectural Services (June 1, 2004 - May 31, 2006)

Principal	203/213/223	5	25,445	24	L. Alvarez
Project Manager	110/116/122	5	13,843	24	TBD
Designer/Technician 1	87/92/96	0/5	7,893	24	TBD
Clerical	53/55/58	0/5	1,447	24	TBD

Fee for Extended Landscape Architectural Services	48,628
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Landscape Design CA Services

Balmori Landscape Designer	Extend Basic Services to include up to two (2) part-time Landscape Designer Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.
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Balmori Team Members	Hourly rate (2)(3)(4)	Estimated Hours per Month	Value based on Hourly rate	Number of months on project	Staff (5)
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Landscape Design Services (June 1, 2004 - May 31, 2006)

Principal	203/213/223	2,3	13,849	24	D. Balmori
Project Manager	110/116/122	3,8	11,345	24	P. Butkus

Fee for Extended Landscape Design Services	25,193
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Civil Engineering CA Services

Corradino Civil Engineer	Extend Basic Services to include up to two (2) part-time Civil Engineering Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006 due to extended Phase V duration.
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Corradino Team Members	Hourly rate (2)(3)(4)	Estimated Hours per Month	Value based on Hourly rate	Number of months on project	Staff (5)
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Civil Engineering Services (June 1, 2004 - May 31, 2006)

Principal	227/238/250	2	11,401	24	Coradino
Senior Engineer IV	135/142/149	3,6	12,403	24	G. Charpentier

Fee for Extended Civil Engineering Services	23,804
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Security CA Services

Steve Keller Security Consultant	Provide Basic Services to include up to two (2) part-time Security Construction Administration staff members for twenty-four (24) months from January, 2005 through May 31, 2006.
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Keller Team Members	Hourly rate (2)(3)(4)	Estimated Hours per Month	Value based on Hourly rate	Number of months on project	Staff (5)
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Security Services (June 1, 2004 - May 31, 2006)

Principal	104/109/115	2	3,918	24	S. Keller
Senior Project Associate	46/48/51	2	2,310	24	TBD

Fee for Extended Civil Engineering Services	6,228
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Total Projected Design Team Staff Fee for Additional Work and Extension	3,689,758
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Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

Note 2: Exhibit J4 Hourly Rates for services rendered after June 1, 2004.

Note 3: Exhibit J5 Hourly Rates for services rendered after January 1, 2005

Note 4: Exhibit J6 Hourly Rates for services rendered after January 1, 2006

Note 5: The personnel listed may be replaced by staff of equivalent experience and capabilities.

** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A (note removed upon final resolution with County in the form of a PSA Amendment).

PERFORMING ARTS CENTER OF GREATER MIAMI
PSA Amendment No. 4

**Exhibit F1B - Summary of Fees for FTSR Between
June1, 2004 and May 31, 2006 - Phase V****

Firm	Description
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Architectural FTSR Services

Cesar Pelli & Associates Architect	<p>Extend Architectural FTSR Services provided under Amendment No. 2 as follows:</p> <ol style="list-style-type: none"> 1. Extend one (1) Senior experienced full time site representative (FTSR) provided under Amendment No. 3 for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration. 2. Extend three (3) experienced FTSR's for eight (8) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration. 3. Provide one (1) Document Control Staff Member at Miami for twenty-four (24) months in order to permit the other FTSR staff to visit the site, respond to RFI's, Submittals, and perform other necessary tasks. 4. Relocate two (2) CP&A New Haven staff members to Miami in order to more effectively respond to RFI's, Submittals, and Site questions on site for twenty-three (23) months from July 1, 2004 through May 31, 2006.
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CP&A Miami Team Members	Hourly rate (2) (3) (4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
Architectural FTSR Services (June 1, 2004 - May 31, 2006)					
Senior Tech Architect A	125/131/138	60	814,408	24	R. Volenec
Project Manager 2	67/70/74	60	437,123	24	R. Hendrickson
Project Manager 2	67/70/74	60	437,123	24	R. Espejo
Designer/Tech 1	55/58/61	50	287,120	23	C. Toche
Designer/Tech 1	55/58/61	50	287,120	23	M. Hilgeman
Designer/Tech 2	51/54/56	60	332,736	24	R. Cremata
Document Control	35/37/39	50	190,290	24	W. Gomez

Projected Fee for FTSR/Architectural Due to Additional Work	2,785,919
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Associate Architectural FTSR Services

GBBN Associate Architect	<p>Extend Associate Architectural Services under Amendment No. 3 to include the following FTSR Services:</p> <ol style="list-style-type: none"> 1. Provide one (1) Project Manager on Site part-time for twenty-four (24) months from June 1, 2004 through May 31, 2006. 2. Provide two (2) Senior experienced full time site representatives (FTSR) for twenty-four (24) months from June 1, 2004 through May 31, 2006 due to additional work, rework, rereview, site confirming memos, travel to various manufacturing plants to review quality of work, additional meetings and sixteen (16) months of additional Phase V duration.
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GBBN Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Enhanced Associate Architect CA Services (June 1, 2004 - May 31, 2006)

Principal	168/176/185	30/5	167,720	24	J. Schwab
Senior Site Project Manager	115/121/127	40	480,273	24	P. Moore
Senior Project Manager	105/110/116	40	438,510	24	T. Provosty

Projected fee for Extended GBBN - Associate Architect	1,086,503
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Structural FTSR Services

Y. A. Seinuk Structural Engineer	<p>Extend Structural FTSR Services provided under Amendment No. 2 as follows:</p> <ol style="list-style-type: none"> 1. Provide one (1) experienced full time site representative (FTSR) for nine (9) months from June 1, 2004 through February 28, 2005 due to additional work, rework, rereview, additional meetings, and extended Phase V duration. 2. Provide one (1) experienced FTSR for six (6) months from July 1, 2004 through December 31, 2005 to assist the current FTSR in responding to Site Confirming Memos, reviewing Site conditions, issuing Field Reports, attending meetings
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YAS Team Members	Hourly rate (2) (3) (4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Structural FTSR Services (June 1, 2004 - February 28, 2005)

Intermediate Engineer	87/91/96	44	174,235	9	C. Elkoby
Associate Engineer	72/76/79	40	90,422	6	TBD

Projected Fee for FTSR/Structural Due to Extension & Additional Work	264,657
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Replenish MEP FTSR Services

Cosentini MEP Engineers	Provide twenty-four (24) months (from June 1, 2004 through May 31, 2006) of Mechanical FTSR (eight (8) months previously allocated under Amendment No. 2 and reallocated under WO 145, 152, and 156 and sixteen (16) months of extended Phase V duration).
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Cosentini Team Members	Hourly rate (2) (3) (4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Mechanical FTSR Services (June 1, 2004 - May 31, 2006)

Mechanical FTSR	75/79/83	40	337,975	24	H. Sacco
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Replenish & Extend Mechanical FTSR	337,975
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Cosentini MEP Engineers	Provide twenty-two (22) months (from August 1, 2004 through May 31, 2006) of Electrical FTSR (sixteen (16) months previously allocated under Amendment No. 2 and relocated to CP&A/GHSC Review of Revised Stone Mock-Up and Resubmittals under WO 144, two (2) months allocated under WO 149 and never expended as well as four (4) months of extended Phase V duration).
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Cosentini Team Members	Hourly rate (2) (3) (4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Electrical FTSR Services (August 1, 2004 - May 31, 2006)

Electrical FTSR	75/79/83	40	311,995	22	TBD
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Replenish & Extend Electrical FTSR	311,995
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Total Projected FTSR Fee for Additional Work and Extension	3,700,547
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Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

Note 2: Exhibit J4 Hourly Rates for services rendered after June 1, 2004.

Note 3: Exhibit J5 Hourly Rates for services rendered after June 1, 2005.

Note 4: Exhibit J6 Hourly Rates for services rendered after June 1, 2006.

Note 5: The personnel listed may be replaced by staff of equivalent experience and capabilities.

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** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A
(note removed upon final resolution with County in the form of a PSA Amendment)

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PERFORMING ARTS CENTER OF GREATER MIAMI
PSA Amendment No. 4

EXHIBIT F1C : Summary of Fees for Inspection Services - Phase V**

Firm	Description
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Notes	Inspection Services
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Y. A. Seinuk Structural Engineer	<p>Extend Structural Threshold Inspection provided under Amendment No. 3 as follows:</p> <ol style="list-style-type: none"> 1. Provide two (2) Threshold Inspection Staff for ten (10) months of extended Structural Steel, Concrete and Masonry Work from June 1, 2004 through March 31, 2005 2. Provide one (1) Threshold Inspector for four (4) months from June 1, 2004 through September 30, 2004 as required to replenish Threshold Inspection funds previously allocated under Amendment No. 3 and reallocated under WO 146 as well as extended Phase V duration.
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YAS Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Enhanced TI Services (January 1, 2004 - February 28, 2004)

Inspector	67	55	159,561	10	E. Benaim
Inspector	67	55	159,561	10	M. Druz
Inspector	67	55	63,824	4	TBD

Projected Fee for Enhanced TI for Concrete	382,945
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Gordon H. Smith Stone & Curtain Wall Inspection	<p>Provide full time inspection services to monitor the weatherproofing aspects of the installation of Stone and Aluminum and Glass Curtain Wall construction for seven (7) months from June 1, 2004 through January 7, 2005 as well as review additional submittals.</p> <ol style="list-style-type: none"> 1. Technical Staff to observe work during regular hours on regular work days. 2. Senior Technical Staff to visit on following basis: <ul style="list-style-type: none"> a. Two days per month. b. Weekly Reports
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GHSC Team Members	Hourly rate (2)(3)(4)	Estimated Hours per week	Value based on Hourly rate	Number of months on project	Staff (5)
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Stone & Curtain Wall Inspection Services (June 1, 2004 - January 7, 2005)

Principal	358	4	49,604	7	G. Smith
Senior Technical Personnel	272	8	75,377	7	A. Marton
Technical Personnel	198	46	276,063	7	G. Bilouli

Projected Fee for Stone & Curtain Wall Inspection	401,045
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Total Projected Inspection Fee for Additional Work and Extension	783,990
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Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

Note 2: Exhibit J4 Hourly Rates for services rendered after July, 2004.

Note 3: Exhibit J5 Hourly Rates for services rendered after July, 2005.

Note 4: Exhibit J6 Hourly Rates for services rendered after July, 2006.

Note 5: The personnel listed may be replaced by staff of equivalent experience and capabilities.

****** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A (note removed upon final resolution with County in the form of a PSA Amendment)

PSA Amendment No. 4**EXHIBIT F1D: Summary of Fees for Additional Services - Phase V****

Firm	Description
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Cesar Pelli & Associates/ Cosentini	Design and document Telecommunications System for BOH, CH & Sears (See previously issued CP&A Proposal dated Rev 6-26-03 for further information) from June 1, 2004 through May 31, 2006
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CP&A Miami Team Members	Hourly Rate (3)(4)(5)	Hours	Value based on Hourly rate	Number of months on project	Staff (5)
Telecom (June 1, 2004 - May 31, 2006)					
Project Manager 2	116/122/128	175	20,710	24	R. Hendrickson

Fee for Architectural Portion of Telecom Services	20,710
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CP&A Miami Team Members	Hourly Rate (3)(4)(5)	Hours	Value based on Hourly rate	Number of months on project	Staff (5)
Telecom (April 1, 2004 - February 28, 2005)					
Principal	260/273/287	Varies	40,000	24	C. Buscarino
Senior Designer	173/182/191	Varies	10,000	24	TBD
CADD Operator	76/79/83	Varies	10,000	24	TBD
CADD Operator	76/79/83	Varies	15,902	24	TBD

Fee for MEP Portion of Telecom Services	75,902
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Fee for Telecom Services	96,612
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Landscape Architectural Geo Revision Services

Leo Alvarez/EDAW Landscape Architect	Revise Landscape Architectural Drawings as required to complete incorporation of Structural Steel Subcontractors Geo Drawings and as required to incorporate Concert Hall Plaza Modifications due to Field Order No. 7.
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EDAW Team Members	Hourly rate (2)	Estimated Hours	Value based on Hourly rate	Number of months on project	Staff (5)
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Landscape Architectural Services (July 1, 2004 - August 31, 2004)

Principal	203	24	4,864	2	L. Alvarez
Project Manager	110	44	4,851	2	TBD
Designer/Technician 1	87	80	6,972	2	TBD
Clerical	53	14	736	2	TBD

Fee for Additional Landscape Architectural Services	17,422
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Landscape Architectural CA Services

BPI Lighting Designer	Design and document revised lighting system to illuminate the Organ Scrim
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BPI Team Members	Hourly rate (2)	Estimated Hours	Value based on Hourly rate	Number of months on project	Staff (5)
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Lighting Design Services (June 1, 2004 - October 31, 2004)

Principal	260	20	5,200	5	S. Matthews
Senior Designer	121	13	1,573	5	TBD

Fee for Additional Lighting Design Services	6,773
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Additional Services Contingency

Design Team	Provide Additional Services as requested by the Owner for the remaining twenty-four (24) months from June 1, 2004 through May 31, 2006 in order to accommodate unforeseen issues during this period and to cover half of the Project Insurance Deductible cost (\$125,000).
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Fee for Architectural Services Contingency	425,050
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Total Projected Fee for Additional Services	545,857
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Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

Note 2: Exhibit J4 Hourly Rates for services rendered after July, 2004.

Note 3: Exhibit J5 Hourly Rates for services rendered after July, 2005.

Note 4: Exhibit J6 Hourly Rates for services rendered after July, 2006.

Note 5: The personnel listed may be replaced by staff of equivalent experience and capabilities.

****** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A (note removed upon final resolution with County in the form of a PSA Amendment)

PSA Amendment No. 4

EXHIBIT F1E : Summary of Additional Reimbursable Expenses

Phase V**

Firm	Description
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Notes	Reimbursable Expenses
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Additional Reimbursable Expenses for Phase V	Allocation required due to accelerated depletion of reimbursable expenses due to travel to Montreal, to MEP Coordination Meetings, to various manufacturers for quality control reviews, to Miami for Principal's Meetings, GBBN trips to New Haven and Miami, and additional overnight service for resubmittals. Additional reimbursables required for twenty-four (24) months from June 1, 2004 through May 31, 2006 for reasons indicated above and for extended Phase V duration.
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Reimbursable Expenses (June 1, 2004 - May 31, 2006)

Reimbursable Expenses	1,200,000
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Note 1: Any services added to the scope of CP&A's services after the date of this Amendment to the PSA (as described in the PSA as amended) will require negotiation and additional compensation to CP&A.

****** The details presented herein do not, in any way, constitute a claim, demand, proposal, or request for payment by CP&A (note removed upon final resolution with County in the form of a PSA Amendment)

Exhibit J3 - Consultant and Subconsultant Hourly Rates between July 1, 2003 & May 31, 2004

Performing Arts Center of Greater Miami - 9602

ARCHITECTS		ENGINEERS - (continued)		CONSULTANTS	
Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate
Cesar Pelli & Assoc. - Architect of Record		Cosentini Assoc. - Mech. / Elec. / Plumb.		Arcodect - Code / Life Safety	
Principal 1	370	Principal	260	Proj. Mgr./ Fire Prot. Eng.	144
Principal 2	323	Project Manager	219	Code Consultant	127
Principal 3	231	Senior Designer	173	CADD Operator	75
Associate Principal	196	Designer	110	Co-op	52
Proj.Mgr.1/Design Mgr.1/Tech. Mgr. 1	145	Draftsperson/CADD Operators	76		
Proj.Mgr.2/Design Mgr.2/Tech. Mgr. 2	116			Gini-Little - Food Service	
Designer 1/Tech.1	104	Cosentini Telecom Staff			
Designer 2/Tech.2	92	Principal	260	Senior Associates	116
Designer 3/Tech.3	81	Project Manager	219	Associates	69
Designer 4/Tech.4 (see note 2)	69	Senior Designer	173	CAD Services	64
Support Staff	58	Designer	110	Administrative Services	52
Senior Tech Architect A - Amend 3	125	Draftsperson/CADD Operators	76		
Draftsman - Amend 3	80				
Additional Service Staff		Law Engineering - Environmental		Della Porta Ward - Permitting	
Proj.Mgr.1/Design Mgr.1/Tech. Mgr. 1	145	Principal Engineer	116	Plans Processor	87
Proj.Mgr.2/Design Mgr.2/Tech. Mgr. 2	116	Senior Engineer	104		
Designer 1/Tech.1	104	Project Engineer	87	Gordon H. Smith Corp. - Curtainwall	
Designer 2/Tech.2	92	Staff Engineer	76		
Designer 3/Tech.3	81	Engineering Technician	46	Principal	358
		CADD/Drafting/Secret.	41	Senior Tech. Personnel	272
A+S Architects - Associate Architect				Technical Personnel	198
Principal	116	Yerael A. Sainuk, P.C. - Structural		HM Brandston Partners - Lighting	
Senior Associate	99	- Martinez Kreh & Assoc. - Sears Struct.			
Balmori Associates- Landscape		Principal	290	Principal	260
Principal	203	Senior Project Director	249	Partner	202
Project Manager	110	Senior Project Manager	211	Senior Associate	162
Designer I/Tech. I	87	Project Manager	187	Associate	139
Designer II/Tech. II	76	Project Engr./Res. Engr.	149	Senior Designer	121
Clerical	53	Senior Engineer	124	Designer	104
Keller/Alvarez Assoc. - Landscape		Intermediate	117	Clerical	98
Principal	203	Assistant Engineer	96	Hydro Dramatics - Fountain	
Project Manager	110	Chief Draftman	170		
Job Captain/CADD Opr.	87	Dir. CADD Operations	108	Project Manager	104
Drafting/Clerical	53	Sr. Drafter/Sr. CADD Opr.	108	Project Engineer	104
GBBN - Associate Architect		CADD Operator	91		
Principal	168	Jr. CADD Operator	70	Pentagram Design - Graphic Design	
Senior Site Project Manager	115	Junior Drafter	58		
Senior Project Manager	105	Senior Inspector	158	Partner/Principal	318
Project Manager	95	Junior Inspector	87	Associate Partner	202
Drafting	85	TI Inspector	67	Project Manager	173
ENGINEERS		NS Engineer	105	Designer	144
The Corradino Group - Civil				Assistant Designer	98
Principal	227	Donnell Duquesne Albaisa - Struct. Foundn.		Steve Keller and Associates - Security	
Sr. Engineer IV	135	Principal	144		
Technician/Designer IV	86	Senior Associate	116	Principal	104
Engineer II	66	Project Manager	103	Senior Project Associate	46
Administrative Assistant	40	Project Engineer	69		
		CADD Manager	94		
		CADD Operator	61		
		Construction Administration	116		
		Structural Inspections	66		
		Administration	65		

NOTES:

1. Hours posted by CP&A professional staff designated as Designer 4/Tech. 4 shall be charged at 1.5 times the hourly rate indicated for any overtime work performed.

Exhibit J4 - Consultant and Subconsultant Hourly Rates between June 1, 2004 & December 31, 2004
Performing Arts Center of Greater Miami - 9602

ARCHITECTS		ENGINEERS - (continued)		CONSULTANTS	
Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate
Cesar Pelli & Assoc. - Architect of Record		Cosentini Assoc. - Mech. / Elec. / Plumb.		Arcolect - Code / Life Safety	
Principal 1	219	Principal	225	Proj. Mgr./ Fire Prot. Eng.	144
Principal 2	191	Senior Project Manager	150	Code Consultant	127
Principal 3	136	Project Manager	105	CADD Operator	75
Associate Principal	117	Senior Designer	135	Co-op	52
Proj.Mgr.1/Design Mgr.1/Tech. Mgr. 1	82	Designer	65		
Proj.Mgr.2/Design Mgr.2/Tech. Mgr. 2	67	Cosentini Telecom Staff		Clin-Little - Food Service	
Designer 1/Tech. 1	55	Principal	260	Senior Associates	116
Designer 2/Tech. 2	51	Project Manager	219	Associates	69
Designer 3/Tech. 3	46	Senior Designer	173	CAD Services	64
Designer 4/Tech. 4 (see note 2)	41	Designer	110	Administrative Services	52
Support Staff	35	Draftsperson/CADD Operators	76		
Senior Tech Architect A - Amend 3	125				
Draftsman - Amend 3	55				
Additional Service Staff		Law Engineering - Environmental		Della Porta Ward - Permitting	
Proj.Mgr.1/Design Mgr.1/Tech. Mgr. 1	145	Principal Engineer	116	Plans Processor	87
Proj.Mgr.2/Design Mgr.2/Tech. Mgr. 2	116	Senior Engineer	104		
Designer 1/Tech. 1	104	Project Engineer	87		
Designer 2/Tech. 2	92	Staff Engineer	76	Gordon H. Smith Corp. - Curtainwall	
Designer 3/Tech. 3	81	Engineering Technician	46	Principal	358
		CADD/Drafting/Secret.	41	Senior Tech. Personnel	272
				Technical Personnel	198
A+S Architects - Associate Architect		Ysrael A. Seluk, P.C. - Structural		HM Brandeton Partners - Lighting	
Principal	116	- Martinez Kreh & Assoc. - Sears Struct.		Principal	260
Senior Associate	99	Principal	218	Partner	202
		Senior Project Director	187	Senior Associate	162
Balmori Associates- Landscape		Senior Project Manager	158	Associate	139
Principal	203	Project Manager	140	Senior Designer	121
Project Manager	110	Project Engr./Res. Engr.	112	Designer	104
Designer I/Tech. I	87	Senior Engineer	93	Clerical	98
Designer II/Tech. II	76	Intermediate	87		
Clerical	53	Assistant Engineer	72	Hydro Dramatics - Fountain	
		Chief Draftman	128	Project Manager	104
Keller/Alvarez Assoc. - Landscape		Dir. CADD Operations	81	Project Engineer	104
Principal	203	Sr. Drafter/Sr. CADD Opr.	81		
Project Manager	110	CADD Operator	68		
Job Captain/CADD Opr.	87	Jr. CADD Operator	53		
Drafting/Clerical	53	Junior Drafter	44		
		Senior Inspector	119	Pentagram Design - Graphic Design	
GBBN - Associate Architect		Junior Inspector	65	Partner/Principal	318
Principal	168	TI Inspector	67	Associate Partner	202
Senior Site Project Manager	115			Project Manager	173
Senior Project Manager	105			Designer	144
Project Manager	95			Assistant Designer	98
Drafting	85				
		Donnell Duquesne Albaisa - Struct. Foundn.		Steve Keller and Associates - Security	
ENGINEERS		Principal	144	Principal	104
The Corradino Group - Civil		Senior Associate	116	Senior Project Associate	46
Principal	227	Project Manager	103		
Sr. Engineer IV	135	Project Engineer	69		
Technician/Designer IV	86	CADD Manager	94		
Engineer II	66	CADD Operator	61		
Administrative Assistant	40	Construction Administration	116		
		Structural Inspections	66		
		Administration	65		

NOTES:

1. Hours posted by CP&A professional staff designated as Designer 4/Tech. 4 shall be charged at 1.5 times the hourly rate indicated for any overtime work performed.

Performing Arts Center of Greater Miami - 9602

ENGINEERS	
The Corradino Group - Civil	
Principal	238
Sr. Engineer IV	142
Technician/Designer IV	90
Engineer II	69
Administrative Assistant	42

1. Hours posted by CP&A professional staff designated as Designer 4/Tech. 4 shall be charged at 1.5 times the hourly rate indicated for any overtime work performed.

Exhibit J6 - Consultant and Subconsultant Hourly Rates between January 1, 2006 & December 31, 2006
Performing Arts Center of Greater Miami - 9602

ARCHITECTS		ENGINEERS - (continued)		CONSULTANTS	
Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate	Firm - Employee Classification	Hourly Rate
Cesar Pelli & Assoc. - Architect of Record		Cosentini Assoc. - Mech. / Elec. / Plumb.		Arcodect - Code / Life Safety	
Principal 1	241	Principal	248	Proj. Mgr./ Fire Prot. Eng.	159
Principal 2	211	Senior Project Manager	165	Code Consultant	140
Principal 3	150	Project Manager	116	CADD Operator	83
Associate Principal	129	Senior Designer	149	Co-op	57
Proj. Mgr. 1/Design Mgr. 1/Tech. Mgr. 1	90	Designer	72		
Proj. Mgr. 2/Design Mgr. 2/Tech. Mgr. 2	74	Cosentini Telecom Staff		Cini-Little - Food Service	
Designer 1/Tech. 1	61	Principal	287	Senior Associates	127
Designer 2/Tech. 2	56	Project Manager	241	Associates	76
Designer 3/Tech. 3	51	Senior Designer	191	CAD Services	70
Designer 4/Tech. 4 (see note 2)	45	Designer	121	Administrative Services	57
Support Staff	39	Draftsperson/CADD Operators	84		
Senior Tech Architect A - Amend 3	138				
Draftsman - Amend 3	61				
Additional Service Staff		Law Engineering - Environmental		Della Porta Ward - Permitting	
Proj. Mgr. 1/Design Mgr. 1/Tech. Mgr. 1	160	Principal Engineer	128	Plans Processor	96
Proj. Mgr. 2/Design Mgr. 2/Tech. Mgr. 2	128	Senior Engineer	115		
Designer 1/Tech. 1	115	Project Engineer	96	Gordon H. Smith Corp. - Curtainwall	
Designer 2/Tech. 2	101	Staff Engineer	84	Principal	358
Designer 3/Tech. 3	89	Engineering Technician	51	Senior Tech. Personnel	272
		CADD/Drafting/Secret.	45	Technical Personnel	198
A+S Architects - Associate Architect		Yisrael A. Seimuk, P.C. - Structural		HM Brandston Partners - Lighting	
Principal	128	Martinez Kreh & Assoc. - Sears Struct.		Principal	287
Senior Associate	109	Principal	240	Partner	223
Balmori Associates- Landscape		Senior Project Director	206	Senior Associate	178
Principal	224	Senior Project Manager	174	Associate	153
Project Manager	121	Project Manager	154	Senior Designer	134
Designer I/Tech. I	96	Project Engr./Res. Engr.	123	Designer	115
Designer II/Tech. II	84	Senior Engineer	103	Clerical	108
Clerical	58	Intermediate	96		
Keller/Alvarez Assoc. - Landscape		Assistant Engineer	79	Hydro Dramatics - Fountain	
Principal	224	Chief Draftman	141	Project Manager	115
Project Manager	121	Dir. CADD Operations	89	Project Engineer	115
Job Captain/CADD Opr.	96	Sr. Drafter/Sr. CADD Opr.	89		
Drafting/Clerical	58	CADD Operator	75		
GBBN - Associate Architect		Jr. CADD Operator	58	Pentagram Design - Graphic Design	
Principal	185	Junior Drafter	49	Partner/Principal	350
Senior Site Project Manager	127	Senior Inspector	131	Associate Partner	223
Senior Project Manager	116	Junior Inspector	72	Project Manager	191
Project Manager	105	TI Inspector	67	Designer	159
Drafting	94			Assistant Designer	108
ENGINEERS		Donnell Duquesne Albaisa - Struct. Foundn.		Steve Keller and Associates - Security	
The Corradino Group - Civil		Principal	159	Principal	115
Principal	250	Senior Associate	127	Senior Project Associate	51
Sr. Engineer IV	149	Project Manager	113		
Technician/Designer IV	95	Project Engineer	76		
Engineer II	73	CADD Manager	103		
Administrative Assistant	44	CADD Operator	67		
		Construction Administration	127		
		Structural Inspections	73		
		Administration	72		

NOTES:

1. Hours posted by CP&A professional staff designated as Designer 4/Tech. 4 shall be charged at 1.5 times the hourly rate indicated for any overtime work performed.

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